

This instrument prepared by:  
Larry Z. Glickman, Esq.  
Sachs Sax Caplan  
Suite 207, 1850 SW Fountainview Blvd.  
Port St. Lucie, FL 34986

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Certificate of Amendment  
And Notice of Community Membership

THE UNDERSIGNED, being duly elected and acting President of Vines Community Association, Inc., a Florida corporation, not for profit, does hereby certify that at the duly noticed members' meeting held on February 28, 2011, at which a quorum was present and acting throughout, the Amendments to the Second Amended and Restated Declaration of the Community Association for The Vines Community (f/k/a Vintage Golf and Country Club) set forth on Exhibit "A" attached hereto and made a part hereof, was approved by the required vote of the members. The original Declaration of the Community Association for Vintage Golf and Country Club was recorded in Official Record Book 1822, at Page 4169, et. seq., of the Public Records of Lee County, Florida.

ALL INTERESTED PARTIES ARE ADVISED THAT THE SUBJECT AMENDMENT CONTAINS, AMONG OTHER PROVISIONS, THE FOLLOWING:

CERTIFICATE OF COMPLIANCE. To facilitate Association's performance of its functions under this Declaration, and in addition to but not in substitution for the Association Certificate provided for in Section 3.7 herein, and in addition to any requirements set forth in Section 11 herein, as of <sup>2011</sup> ~~March 7~~ ("Effective Date") no instrument purporting to transfer an interest in, or title to, a Lot shall be effective unless Association shall certify compliance of the Lot with this Declaration. Certification of compliance by Association under this Section 8.28, Paragraph (A) shall only be by recording a Certificate of Compliance in the Public Records of Lee County, Florida, executed by an officer of Association and certifying compliance of the Lot as herein provided ("Certificate of Compliance"). The criteria for certification by Association hereunder shall be limited to confirmation that the interest or title sought to be conveyed will not as a consequence of the transfer be in violation of the provisions of this Section 8.28.

[signatures continued next page]

VINES COMMUNITY ASSOCIATION, INC  
(SEAL)

[Signature]

Witness:  
Print Name: Craig Rollins

Robert E. Wagner

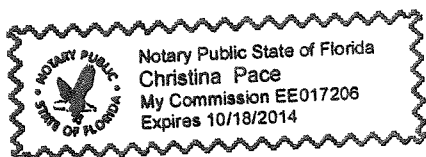
Robert Wagner, President

Lisa Dillinger

Witness:  
Print Name: Lisa Dillinger

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4 day of March, 2011, by Robert Wagner, as President of Vines Community Association, Inc., the corporation described in the foregoing instrument and who is () personally known to me or who has produced \_\_\_\_\_ as identification and acknowledged executing the same under authority vested in him/her by said corporation and the seal affixed thereto is the seal of said corporation



Christina Pace

Notary Public

Print Name:

Christina Pace  
My Commission Expires:



EXHIBIT "A"

AMENDMENTS *to the*  
SECOND AMENDED AND RESTATED DECLARATION OF THE  
COMMUNITY ASSOCIATION FOR THE VINES COMMUNITY

1. The Preamble to the Second Amended and Restated Declaration of the Community Association for the Vines Community ("Declaration") is hereby amended by the addition of the following language:

WHEREAS, the Vines Community Association, Inc. ("Association") is the Association under this Declaration, and the Association Articles of Incorporation empower the Association to promote the economic welfare of the Owners in the Vines community; and

WHEREAS, the Vines community is a residential country club community featuring the amenities of Estero Country Club, Inc. ("Estero Country Club"); and

WHEREAS, the values of the Lots and the quality of lifestyle of the Owners are positively impacted by the Estero Country Club amenities being maintained in an attractive and first class manner; and

WHEREAS, upon due diligence, the Board of Directors of Association ("Board") has made certain determinations based upon an investigation, including consultations with several experts, as follows:

1. Financial pressures on Estero Country Club are foreseeable if the operation of the Estero Country Club continues on an optional membership basis for Owners in the Vines community.
2. Comparable country club communities in the South Florida area are either: (a) being initially developed with mandatory club membership for all residents; or (b) have amended or are amending their documents to adopt a mandatory club membership program for residents.
3. There is a trend in South Florida toward mandatory club membership which could well isolate the Vines community as one of a diminishing number

of upscale developments where purchasers can take advantage of the ambiance of a country club community without making any financial contribution.

4. There are foreseeable trends toward a diminishing resident Estero Country Club membership base in the Vines community, which will necessarily impact on continuous, stable funding; and

WHEREAS, under the Declaration and its Articles of Incorporation, Association has the responsibility to take actions necessary to preserve the value of Lots, and the quality of lifestyle of the Owners in the Vines community; and

WHEREAS, the Board, applying its business judgment, has approved a course of action to address the Estero Country Club's future financial stability and its impact on the lifestyle of Owners and property values in the Vines community. The Board has determined that the Declaration should be amended to require all new Owners to become members of the Estero Country Club ("Combined Membership"); the foregoing being a reasonable method to ensure that the Estero Country Club amenities, which are a basic feature of the Vines community, are maintained in an attractive and first class manner in order to enhance the value of Lots, and the quality of lifestyles of the Owners;

NOW, THEREFORE, the following amendments to the Declaration are adopted:

2. Article 1 DEFINITIONS, Section 1.21 Owner of the Declaration is hereby amended as follows:

1.21 "Owner" means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Lot in the Properties, subject to the provisions of Article 8, Section 8.28 herein.

3. Article 3, COVENANT FOR ANNUAL, SPECIAL AND INDIVIDUAL ASSESSMENTS of the

Declaration is hereby amended by the addition of new Section 3.8 Financial Obligations of Club Membership, as follows:

3.8. Financial Obligations of Estero Country Club Membership. For purposes of clarification, and with the express intention of making no modification to the existing assessment provisions of this Declaration, the following is provided: Notwithstanding any term in this Declaration which may be to the contrary, the financial obligations of Estero Country Club membership and other direct obligations of an Owner to Estero Country Club as provided for in Section 8.28 herein shall not be an Annual or Special or Individual Assessment imposed upon any Lot or Lot Owner under this Declaration or any Neighborhood Declaration.

4. Article 8 USE RESTRICTIONS of the Declaration is hereby amended by the addition of new Section 8.28 Membership in Estero Country Club as follows:

8.28 Membership in Estero Country Club. A person or a corporation, partnership, trust or other entity obtaining title to a Lot is required, as a use restriction incident to ownership of a Lot in the Vines Community, to become a member of Estero Country Club. Subject to Section 8.28, Paragraphs (D) and (E) below, the terms of membership in Estero Country Club shall be as set forth in Estero Country Club's governing documents as they may be amended from time to time.

(A) CERTIFICATE OF COMPLIANCE. To facilitate Association's performance of its functions under this Declaration, and in addition to but not in substitution for the Association Certificate provided for in Section 3.7 herein, and in addition to any requirements set forth in Section 11 herein, as of March 7, 2011 ("Effective Date")<sup>1</sup> no instrument purporting to transfer an interest in, or title to, a Lot shall be effective unless Association shall certify compliance of the Lot with this Declaration. Certification of compliance by Association under this Section 8.28, Paragraph (A) shall only be by recording a Certificate of Compliance in the Public Records of Lee County, Florida, executed by an officer of Association and certifying compliance of

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<sup>1</sup>Editor's Note: The date of recording these amendments will be inserted here.

the Lot as herein provided ("Certificate of Compliance"). The criteria for certification by Association hereunder shall be limited to confirmation that the interest or title sought to be conveyed will not as a consequence of the transfer be in violation of the provisions of this Section 8.28.

(B) EXEMPTIONS. Owners of record, as evidenced by deeds or other instruments of conveyance recorded in the Public Records of Lee County, Florida, who are not members of Estero Country Club as of the Effective Date, are not required to become members of Estero Country Club. However, from and after the Effective Date, no person(s) or entity shall acquire title to and

become an Owner of a Lot in the Vines community unless in connection with the instrument of conveyance for that Lot there shall be recorded a Certificate of Compliance as described herein. Notwithstanding the foregoing, it shall not be deemed a transfer of an interest under this Declaration, nor shall a Certificate of Compliance be required, incident to: (i) a surviving spouse of an Owner obtaining title to a Lot by operation of law; (ii) a former spouse of an Owner obtaining title to a Lot by operation of a final decree or judgment of divorce; or (iii) family member(s) of an Owner obtaining title to a Lot directly or as beneficiaries by means of a bona fide family planning device.

(C) EXCEPTIONS.

(i) An Institutional Mortgagee acquiring title to a Lot as a result of foreclosing a bona fide, arm's-length Institutional Mortgage on a Lot, or receiving a deed in lieu of foreclosure, shall not be required to become a member of Estero Country Club. The purchaser of a Lot from such an Institutional Mortgagee, where seller Institutional Mortgagee has acquired title to a Lot as a result of foreclosing an Institutional Mortgage on a Lot, or receiving a deed in lieu of foreclosure, shall be subject to the requirement of becoming a member of Estero Country Club and complying with this Section 8.28.

(ii) If Association acquires title to a Lot as a result of foreclosing a lien or receiving a deed in lieu of foreclosure, Association shall not be subject to the requirement of becoming a member of Estero Country Club; provided, however, the purchaser of a Lot from Association shall be subject to the requirement of becoming a member of Estero Country Club and complying with this Section 8.28.

(iii) If a Neighborhood Association acquires title to a Lot as a result of foreclosing a lien or receiving a deed in lieu of foreclosure, a Neighborhood Association shall not be subject to the requirement of becoming a member of Estero Country Club; provided, however, the purchaser of a Lot from a Neighborhood Association shall be subject to the requirement of becoming a member of Estero Country Club and complying with this Section 8.28.

(iv) If Estero Country Club acquires title to a Lot, Estero Country Club shall not be subject to the requirement of becoming a member of Estero Country Club; provided, however, the purchaser of a Lot from Estero Country Club shall be subject to the requirement of becoming a member of Estero Country Club and complying with this Section 8.28.

(v) PUBLIC SALE. A purchaser who acquires title to a Lot at a duly advertised public sale conducted by the clerk of the court, sheriff, or county tax collector, with open bidding provided by law (e.g. execution sale, foreclosure sale, judicial sale, or tax sale),



shall be subject to the requirement of becoming a member of Estero Country Club and complying with this Section 8.28.

(D) CRITERIA FOR COUNTRY CLUB MEMBERSHIP. The criteria for Estero Country Club membership for persons owning or purchasing a Lot in the Vines community shall be ministerial only: i.e., limited to: (i) providing requisite information as may be reasonably required for Estero Country Club records; (ii) filling out a standard application; and (iii) payment of the necessary sums as may be required by Estero Country Club from time to time for the Class of Estero Country Club membership available and selected.

(E) CONDITION. Notwithstanding any term herein to the contrary, the effectiveness of this Section 8.28 shall be conditioned upon the terms of membership in Estero Country Club being consistent with the following: (i) Estero Country Club shall not eliminate the Resident Social Equity class of membership; and (ii) Estero Country Club shall not increase the amount of either the initial contribution or dues for a Resident Social Equity membership by a greater percentage than the initial contribution or dues for any other Resident Equity class of membership have been increased since the Effective Date. In the event Estero Country Club does not comply with the conditions described in this Paragraph (E) parts (i) and/or (ii), the Association shall record a certificate of non-compliance by Estero Country Club ("Certificate of Non-Compliance"). In the absence of a Certificate of Non-Compliance, it shall be conclusively deemed that Estero Country Club has complied herewith.